

Exhibit A

By: Paul A. Bucco, Esquire
Nolan M. Finnerty, Esquire
Attorney I.D. No. 52561/329864
10 E. 6th Ave., Suite 100
Conshohocken, PA 19428
(610) 238-0880

and Attested to
of Judicial Re
DEC 2024 12:29
BREWINGTON
JUDICIAL DISTRICT OF PENN

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, PENNSYLVANIA

V.

JURY TRIAL DEMANDED

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197**

Case ID: 241200438

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademàs, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAMEPOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR.

**Asociacion De Licenciados
De Filadelfia
Servicio De Referencia E Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-619**

By: Paul A. Bucco, Esquire
Nolan M. Finnerty, Esquire
Attorney I.D. No. 52561/329864
10 E. 6th Ave., Suite 100
Conshohocken, PA 19428
(610) 238-0880

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, PENNSYLVANIA

ROCCO PERONACE
8 Sheperds Way
Glenside, PA 19038

Plaintiff,

V.

KINSALE INSURANCE CO.
2035 Maywill Street, Suite 100
Richmond, Virginia 23230

Defendant.

JURY TRIAL DEMANDED

PARTIES

1. Plaintiff Rocco Peronace (“Peronace”) is an individual with an address of 8 Sheperds Way, Glenside, PA 19038.
2. Defendant Kinsale Insurance Company (“Kinsale”) is a Arkansas Corporation with a headquarters of 2035 Maywill Street, Suite 100, Richmond, Virginia 23230.

JURISDICTION AND VENUE

3. Jurisdiction and venue of this matter properly lie with the Court of Common Pleas of Philadelphia County, Pennsylvania, pursuant to Pa. R.C.P. 1006 as it is a county in which Kinsale regularly conducts business.

FACTUAL BACKGROUND

4. This matter relates to a judgment Plaintiff obtained against RPM Builder, LP (“RPM”) and Joseph Flood, III (“Flood”) in the Philadelphia Court of Common Pleas, and docketed at 240503581 (the “Underlying Action”).

5. The Underlying Action related to a residential home construction project located at 8 Shepherds Way in Glenside, PA.

6. RPM and Flood were responsible for construction at the location.

7. Plaintiff, Rocco Peronace, is named as an additional insured for the completed operations under a commercial general liability policy issued by Defendant to RPM Builders, LP and Joseph Flood, III. A true and correct copy of which is attached hereto as Exhibit “A.”

8. On September 25, 2024, the Court held a hearing on damages in the Underlying Action.

9. After hearing testimony from Plaintiff’s expert, the court ultimately entered judgment on September 30, 2024, in the amount of \$688,650.00 against RPM and Flood and in favor of Peronace. A true and correct copy of the Order is attached hereto as Exhibit “B.”

10. Defendant Kinsale is an insurance company providing insurance coverage for commercial entities such as RPM throughout Pennsylvania.

11. On October 15, 2024, counsel for Peronace sent demand for payment under the policy listing insureds RPM Builders, LP and Joseph Flood, III and identifying Rocco Peronace as an additional insured, a copy of which Defendant acknowledged receipt of on October 17, 2024. A true and correct copy of the correspondence is attached hereto as Exhibit “C.”

12. The demand for payment also informed Kinsale that Peronace will be filing a motion with the Court of Common Pleas of Philadelphia County to add attorney's fees and treble damages to this amount based upon the Defendant's Violation of the Home Improvement Consumer Protection Act and Violations of Pennsylvania's Unfair Trade Practices and Consumer Protection Law.

13. Plaintiff is a judgment holder against an insured, RPM Builders LP, under a commercial general liability policy issued by Defendant.

14. Plaintiff obtained a judgment against RPM Builders LP for damages arising within the coverage of the policy.

15. Plaintiff properly sent a demand for payment to Defendant, pursuant to the judgment and policy.

16. Subsequently, on November 4, 2024, on a call with undersigned counsel, Defendant Kinsale denied by stating that Plaintiff must vacate the judgment instead of providing coverage or indemnifications as required by the insurance contract.

COUNT I – BREACH OF CONTRACT

17. Peronace hereby incorporates the preceding paragraphs of this Complaint as though they were set forth at length herein.

18. Kinsale has contractual obligation under the policy which covers the judgment owed to Peronace.

19. Peronace, as an additional insured, is entitled to indemnification under the terms of the policy.

20. Kinsale has breached the contract by refusing to provide coverage of the judgment and pay the claim.

21. At all times relevant hereto, the actions by Kinsale constitute a breach of the implied covenant of good faith and fair dealing.

22. As a direct and proximate result of Kinsale's breach of its contractual obligations under the Policy, Peronace has incurred damages in excess of \$688,650.00.

WHEREFORE, Plaintiff Rocco Peronace respectfully requests that this Honorable Court enter judgment in its favor in an amount in excess of \$688,650.00 to be determined at the time of trial against Defendant Kinsale Insurance Company, plus interest, fees, costs, attorneys' fees, and such other and further relief as this Honorable Court deems just and proper.

COUNT II – BAD FAITH (42 Pa. CSA § 8371)

23. Peronace hereby incorporates the preceding paragraphs of this Complaint as though they were set forth at length herein.

24. Peronace is the named insured under the Policy and Kinsale has a duty to Peronace pursuant to the Policy to pay Peronace the full amount of the claim.

25. Kinsale breached the above duty in bad faith as Kinsale has failed and/or refused to make full and timely payment to Peronace for the full amount of the covered judgment.

26. Defendant, as the insurer, acted in bad faith by denying coverage without justification and imposing unnecessary preconditions.

27. Defendant's conduct in failing to fulfill its obligations was intentional, willful, and without reasonable grounds and constitutes a violation of 42 Pa. CSA § 8371.

WHEREFORE, Plaintiff Rocco Peronace respectfully requests that the Court enter judgment in its favor and against Kinsale Insurance Company in an amount in excess of \$688,650.00, along with costs of suit (including attorney's fees) incurred and to be incurred in

this action, interest on overdue reimbursement, court costs and attorney's fees incurred to prosecute this action, as well as punitive damages.

COUNT III – INDEMNIFICATION/CONTRIBUTION

28. Peronace hereby incorporates the preceding paragraphs of this Complaint as though they were set forth at length herein.

29. Plaintiff is entitled to indemnification or, alternatively, contribution for the judgment under the terms of the policy.

30. Defendant's refusal to indemnify Plaintiff imposes damages contrary to its contractual obligations.

WHEREFORE, Plaintiff Rocco Peronace, respectfully requests that this Honorable Court enter judgment against Defendant Kinsale Insurance Company in an amount in excess of \$688,650.00, along with costs of suit (including attorney's fees) incurred and to be incurred in this action, interest on overdue reimbursement, court costs and attorney's fees incurred to prosecute this action, as well as punitive damages.

DAVIS BUCCO & MAKARA

By: *Nolan M. Finnerty*
Paul A. Bucco, Esquire
Nolan M. Finnerty, Esquire
Attorney for Plaintiff

Date: November 25, 2024

VERIFICATION

I, Rocco Peronace, hereby acknowledge that I am authorized to make this Verification and I hereby aver that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

This Verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to the falsification of unsworn statements to authorities.

Rocco Peronace

By: 

Rocco Peronace

Dated: 11/13/24



EXHIBIT “A”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kaplan Risk Services, Inc. P.O. Box 4110 Cherry Hill NJ 08034		CONTACT NAME: Claire Gwin PHONE (A/C, No, Ext): (856) 520-8125 FAX (A/C, No): (856) 295-8960 E-MAIL ADDRESS:	
INSURED RPM Builders LP 1501 N. 2nd St Philadelphia PA 19122		INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL232201022

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$5,000. Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0100224579-1	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Contractor

Certificate Holder is Additional Insured per policy forms

CERTIFICATE HOLDER

CANCELLATION

Rocco Peronace
8 Shepherds Way

Glenside

PA 19038

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joel Kaplan



EXHIBIT “B”

RECEIVED

SEP 30 2024

ROOM 521

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY,
PENNSYLVANIA
CIVIL ACTION – LAW

ROCCO PERONACE

Plaintiff,

v.

RPM BUILDERS, LP

&

JOSEPH M. FLOOD, III

Defendants,

NO. 240503581

JURY TRIAL DEMANDED

ORDER

AND NOW, on this ^{30th} day of Sept, 2024, upon consideration of Plaintiff's

Motion to Assess Damages and uncontested hearing held on September 25, 2024, it is hereby

ORDERED and **DECREED** that said Motion is hereby **GRANTED** and a judgment of

\$688,650 is entered in favor of the Plaintiff and against the Defendants.

DOCKETED

OCT - 1 2024

R. POSTELL
COMMERCE PROGRAM

BY THE COURT:

C. J. [Signature]

J

WSASD-Peronace Vs Rpm Builders Lp Etal [RCP]



24050358100016

Case ID: 241200438

EXHIBIT “A”

P1

Paul Friedman

239 Buckboard Road, Willow Grove, PA 19090

SIGNIFICANT PROFESSIONAL ACHIEVEMENTS

- Operates and manages Anvil Stucco Remediation & Restoration, Inc., a comprehensive home repair and remediation company.
- Oversaw full repair and remediation of approximately 250 severely damaged residential homes per year.
- Retained as a subject matter expert by multiple law firms to conduct full repair and remediation of homes in active lawsuits.
- Conducted invasive and destructive testing of residential buildings throughout the Philadelphia Metro region.
- Experienced in both repair of construction defects as well as evidence preservation necessary to assist in litigation efforts.
- Regularly provides *pro bono* presentations to community groups, HOAs, and COAs regarding the dangers of new construction, symptoms of common construction defects, and remediation and repair options.
- Maintains a 5-Star rating in Google Reviews.
- Operates and manages Anvil Stucco Remediation & Restoration, Inc., a comprehensive home repair and remediation company.

PROFESSIONAL EXPERIENCE

President, Anvil Stucco Remediation & Restoration, Inc. 2017-Present

- Oversee all aspects of repair and remediation of residential structures experiencing damage as a result of defective construction.
- Fully versed in the applicable building code for cities and townships in Pennsylvania and Delaware.
- Seasoned understanding of the building science for repairing failing building envelopes.
- Manage and develop repair protocols and plans for the repair and remediation of failing residential structures, including failed envelopes, roofing, windows, doors, masonry, weep screeds, and interior damage from water and/or insect infiltration.

Home Renovations, Independent, 2008-Present

- Purchase and renovate residential buildings and homes. Engage in all aspects of renovation, including assessment of repairs, design of new features, pulling permits, and complying with applicable building codes and industry standards.

EDUCATION

***B.A., Business Administration May 2010
Ursinus College, Collegeville, PA***

LICENSES

- Anvil is a Pennsylvania licensed home improvement contractor with the license number PA152648.
- I hold a certificate from Performance Systems Development in Building Sciences Building Envelope Protection.

EXHIBIT “B”

ANVIL STUCCO REMEDIATION &
RESTORATION

To: David Downey - Davis, Bucco & Makara Attorneys
Paul Bucco, Esq. - Davis, Bucco & Makara Attorneys

From: Paul Freidman - Anvil Restoration

Date: September 23, 2024

Re: Rocco Peronace vs. RPM Builders LP

Rocco Peronace vs. RPM Builders LP for New Residence in Glenside, PA

1. RPM Builders retained Supreme Architects (The Architect) as part of their agreement w/ Peronace. The Architect worked with RPM to design the house for Peronace. References: "RPM", "RPM/Architect" or "Architect".
2. On 2020-06-21 Peronace gave RPM Notice to Proceed, under its contract. RPM began work on demolishing existing residence & clearing the lot.
3. On 2020-07-08 Final House Construction Drawings, Signed & Sealed by Architect, shows a Single Spiral Entrance Two-Flight Vestibule Wood Stair & Exterior Rear Deck with the Note "Deck by Owner". This set was submitted with the Building Permit Applications to the Springfield Township Building Department.
4. On 2020-08-14 Final Site Plan Drawing, Signed & Sealed by Architect, shows an Outdoor Rear Swimming Pool with Concrete Patio. This drawing was submitted with the Building Permit Applications to the Springfield Township Building Department.
5. On 2020-10-22 The Contract was executed by Peronace & RPM. (AIA Doc. A105 Owner & Contractor Short Form used.
 - a. 1.1 Schedule 1 - Drawings Attached
 - i. 2020-07-08 Final House Construction Drawings complete set.
 - ii. 2020-08-14 Final Site Plan Drawing.
 - b. 2.3 Substantial Completion not later than 365 days from the date of commencement.
 - c. 3.1 Contract Sum = \$500,000.
 - i. Article 17 - Schedule 2; AIA Doc. G703 Schedule of Values; Includes Allowance of \$13,500. for Swimming Pool.
 - d. 4.1 Peronace Paid Deposit = \$200,000. Progress Payments to be made per Schedule = \$300,000.
 - e. 8.2 Construction Schedule to be prepared & submitted to Owner & Lender. RPM did not prepare a Construction Schedule, but "pledged" to have construction complete in six (6) months.
 - f. 11.1 Time limits stated...are of the essence of the Contract.

ANVIL STUCCO REMEDIATION & RESTORATION

To: David Downey, Esq. & Paul Bucco,
Esq.

Subject: Peronace vs. RPM Builders
LP

Date: September 23, 2024

- g. 12.1 Contract Sum total amount payable is per 3.1 (\$500,000.) Not including changes.
 - h. 12.5.1 Substantial Completion...date Peronace can occupy the house.
 - i. ARTICLE 17. Other Terms & Conditions Includes:
 - i. Schedule 1 - Drawings Attached
 - ii. Schedule 2 - AIA Doc. G703 Schedule of Values Attached
6. On 2021-03-11 The Construction Drawings Building Permit Revision Set, Signed & Sealed by Architect, re-submitted by RPM to the Township Building Department, shows the addition of a Roof Cricket at the Fireplace Chimney & Revisions to the Door & Window Schedule.
 7. On 2021-06-03 Building Permits Issued to RPM by Township, almost one (1) year after the Notice to Proceed, date of commencement.
 8. 2022-01-15 RPM allowed the house construction to be exposed to the weather thru 2022-01-15, failing to install roofing & windows on the house. This resulted in water penetration & damage to roofing, siding, sheathing & trim. RPM failed to replace water damaged materials. Peronace retained an independent contractor to remove & replace the water damaged materials.
 9. On 2022-09-12 RPM requested a new timeline for completion in four (4) additional months, pledging completion by December 31, 2022, as follows:

2022-10-22 Due to COVID crisis & delays Peronace & RPM agree to increase Contract Sum to \$600,000. for the House + additional \$100,000. for Swimming Pool (\$20,000.) with Concrete Patio (\$60,000.) & Fence (\$20,000.) = New Total Contract Sum of & \$700,000. RPM re-confirms pledge for completion by December 31, 2022. No Formal Change Order Prepared.
 10. 2023-01-04 RPM again requested a new timeline for completion in three (3) additional months, pledging completion by March 31, 2023.
 11. On 2023-12-31 the project is still not complete, adding nine (9) additional months delay. Peronace paid RPM \$630,000. of the \$700,000. Total Contract Sum. Peronace is withholding \$70,000. from RPM due to incomplete work & defective work including life safety defects.
 12. 2024-01-12 Township Building Department Provides Inspection for Temporary Occupancy & Issues List of Outstanding Building Code Items to be completed. Peronace has taken possession of the home; this is the Date of Substantial Completion 2024-01-12.
 13. Time Delay Tabulation
 - a. Per 2020-06-21 Notice to Proceed & Agreement to provide Substantial Completion within 365 days, RPM was to achieve Substantial Completion by 2021-06-21.
 - b. Substantial Completion was achieved on 2024-01-12.
 - c. Project Time Delay = Thirty-one (31) months

ANVIL STUCCO REMEDIATION & RESTORATION

To: David Downey Esq. & Paul Bucco,
Esq.

Subject: Peronace vs. RPM Builders
LP

Date: September 23, 2024

15. Anvil reviewed the Building Contract Plans & Project Documents. The following was incomplete and defective.

- a. Excavated area in rear yard left with open hole against foundation wall & no soil fill. No backfill & topsoil at front porch concrete slab.
- b. Rear yard swimming pool not installed.
- c. Rear yard concrete patio not installed.
- d. Rear wood deck & masonry retaining wall not installed.
- e. Fence not installed.
- f. Electrical & Cable TV underground conduit & wiring defective installation.
- g. Spiral entrance vestibule hardwood stairs, up to second floor & down to basement, not installed. In lieu of the spiral hardwood stairs, dogleg, open riser steel stairs were installed up to second floor & down to basement. Stair run directions installed are the opposite of what was on the drawings.
 - i. Stairs installed have code violations, life safety hazards and defects: excessive openings on open risers, broken & cracked wood treads.
- h. Interior window trim & sills not installed at all windows.
- i. Kitchen countertop enameled steel backsplash not installed at range.
- j. Great Room Heatilator gas fireplace not installed.
- k. Sunroom 3-panel sliding glass door not installed.
- l. Laundry Room double doors not installed.
- m. Broken window hardware & broken window screens.
- n. House left open and exposed weather, water damaged roofing, siding, sheathing & trim requiring replacement.
- o. Springfield Township Building Department Inspection on 2024-01-12 List of Outstanding Items to be completed.
- p. Master Bath broken plumbing fixture piping & water damage into Garage below on 2024-02-07.

16. Delay Claim Conclusions.

- a. Delay Claims: Substantial Completion of 2024-01-12 was achieved thirty-one (31) months late.
- b. Peronace Damages Due for House Mortgage/Construction Financing Payments, Extended Temporary Apartment & Garage Rental Payments: 31 months x \$5900. per month = \$182,900.
 - i. Total = \$182,900.

17. Incomplete Omissions & Construction Defects Claim Conclusions List Seriatim Values.

- a. Soil backfill rear yard open hole at foundation wall & front porch concrete slab = \$9500.
- b. Rear yard swimming pool = \$35,000.
- c. Rear yard concrete patio = \$75,000.
- d. Rear wood deck & masonry retaining wall = \$92,000.
- e. Fence = \$27,500.
- f. Repair Electrical & Cable TV underground conduit & re-run wiring = \$5,500.

ANVIL STUCCO REMEDIATION &
RESTORATION

To: David Downey, Esq. & Paul Bucco,
Esq.

Subject: Peronace vs. RPM Builders LP

Date: February 15, 2024

- g. Steel stairs removals & replacement with spiral hardwood code complying stairs = \$110,000.
- h. Interior window trim: 37 windows x \$350. ea. = \$7400.
- i. Kitchen enameled steel backsplash at range = \$2250.
- j. Heatilator gas fireplace = \$6000
- k. Sunroom 3-panel sliding glass door = \$7500.
- l. Laundry Room double doors = \$3200.
- m. Broken window hardware & broken window screens = \$2250.
- n. Water damaged roofing, siding, sheathing & trim removal & replacement = \$105,000.
- o. Springfield Township Building Department list of outstanding items = approx. \$6500.
- p. Master Bath broken piping repair & repair ceiling in Garage below = \$5500.
 - i. Total = \$505,750.

18. Total Claim Value: \$182,900. + 505,750. = \$688,650.

EXHIBIT “C”

DAVIS BUCCO & MAKARA

By: Paul A. Bucco, Esquire
David S. Makara, Esquire
10 E. 6th Ave., Suite 100
Conshohocken, PA 19428
(610) 238-0880

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY,
PENNSYLVANIA
CIVIL ACTION – LAW**

ROCCO PERONACE
8 Sheperds Way
Glenside, PA 19038

Plaintiff

NO. 240503581

v.

JURY TRIAL DEMANDED

RPM BUILDERS, LP
1501 North 2nd Street, #10
Philadelphia, PA 19122

&

JOSEPH M. FLOOD, III
1501 North 2nd Street, #10
Philadelphia, PA 19122

Defendants

NOTICE PURSUANT TO Pa. R.C.P. 236

NOTICE IS GIVEN THAT A JUDGMENT IN THE ABOVE-CAPTIONED MATTER
HAS BEEN ENTERED AGAINST YOU.

PROTHONOTARY

If you have any questions concerning the above, please contact:

DAVIS BUCCO & MAKARA

David S. Makara, Esquire
Attorneys for Filing Party

10 E. 6th Avenue, Suite 100
Conshohocken, PA 19428
(610) 238-0880
Address

DAVIS BUCCO & MAKARA

By: Paul A. Bucco, Esquire
David S. Makara, Esquire
10 E. 6th Ave., Suite 100
Conshohocken, PA 19428
(610) 238-0880

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY,
PENNSYLVANIA
CIVIL ACTION – LAW**

ROCCO PERONACE
8 Sheperds Way
Glenside, PA 19038

Plaintiff

NO. 240503581

v.

JURY TRIAL DEMANDED

RPM BUILDERS, LP
1501 North 2nd Street, #10
Philadelphia, PA 19122

&

JOSEPH M. FLOOD, III
1501 North 2nd Street, #10
Philadelphia, PA 19122

Defendants

PRAECIPE TO ENTER DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff, Rocco Peronace (“Plaintiff”) and against Defendants, RPM Builders, LP and Joseph M. Flood, III (“Defendants”) for its failure to answer or otherwise plead in response to the Civil Complaint Claim filed in the Philadelphia County Court of Common Pleas and docketed to the above referenced court term and number (the “Complaint”). In support thereof, Plaintiff avers the following:

1. Plaintiff initiated this action by filing a Complaint on May 31, 2024.
2. On or about June 5, 2024, the Complaint was sent out for service via personal service upon Defendant’s located at 1501 N. 2nd Street, #10, Philadelphia, PA 19122.

3. A copy of the affidavit of service stating that Defendant's were served at said address is attached hereto as Exhibit "A".

4. Defendant failed to plead in response to the Amended Complaint within twenty (20) days.

5. On July 10, 2024, Plaintiff sent Defendant a Rule 237.1 Notice of Intention to Take Default Judgment. A true and correct copy of the Rule 237.1 Notice of Intention to Take Default Judgment is attached hereto as Exhibit "B" and incorporated herein by reference.

6. More than ten (10) days have elapsed since the Rule 237.1 Notice of Intention to Take Default Judgment was served upon Defendant and to date no responsive pleading has been filed.

7. As set forth in the Complaint, please enter judgment in favor of Plaintiff, Rocco Peronace and against RPM Builders, LP and Joseph M. Flood, III in an amount to be established at an assessment of damages hearing.

WHEREFORE, Plaintiff, Rocco Peronace requests the Court enter judgment in its favor and against Defendants RPM Builders, LP and Joseph M. Flood, III and schedule a hearing for the assessment of damages to establish the amount of the Judgment.

Respectfully submitted,

DAVIS BUCCO & MAKARA

By: /s/ David S. Makara
David S. Makara, Esquire
Attorneys for Plaintiff

Dated: July 23, 2024

DAVIS BUCCO & MAKARA

By: Paul A. Bucco, Esquire
David S. Makara, Esquire
10 E. 6th Ave., Suite 100
Conshohocken, PA 19428
(610) 238-0880

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY,
PENNSYLVANIA
CIVIL ACTION – LAW**

ROCCO PERONACE
8 Sheperds Way
Glenside, PA 19038

Plaintiff

v.

RPM BUILDERS, LP
1501 North 2nd Street, #10
Philadelphia, PA 19122

&

JOSEPH M. FLOOD, III
1501 North 2nd Street, #10
Philadelphia, PA 19122

Defendants

NO. 240503581

JURY TRIAL DEMANDED

AFFIDAVIT OF NON-MILITARY SERVICE

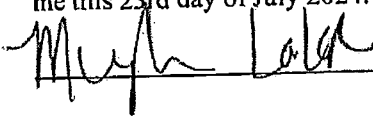
David S. Makara, Esquire, being duly sworn according to law, deposes and says that he is the attorney for Plaintiff, that he is authorized to make this affidavit on behalf of Plaintiff, that the above name Defendants RPM Builders, LP and Joseph M. Flood, III located at 1501 North 2nd Street, #10, Philadelphia, PA 19122, and to the best of Affiant's knowledge, information and belief, Defendants are not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.

Affiant also certifies that the address of Plaintiff is 8 Sheperds Way, Glenside, PA 19038.

DAVIS BUCCO & MAKARA

By: /s/ David S. Makara
David S. Makara, Esquire
Attorneys for Plaintiff

Sworn and subscribed before
me this 23rd day of July 2024.



Commonwealth of Pennsylvania - Notary Seal
Meghan Lalor, Notary Public
Montgomery County
My commission expires October 5, 2024
Commission number 1301270
Member, Pennsylvania Association of Notaries

EXHIBIT “A”

AFFIDAVIT OF SERVICE
Pursuant to PA R.C.P. 400.1

DAVIS BUCCO & MAKARA

By: Paul A. Bucco, Esquire
Patrick M. Blair, Esquire
10 E. 6th Ave., Suite 100
Conshohocken, PA 19428
(610) 238-0880

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

ROCCO PERONACE

8 Sheperds Way
Glenside, PA 19038

Plaintiff

NO. 240503581

v.

JURY TRIAL DEMANDED

RPM BUILDERS, LP

1501 North 2nd Street, #10
Philadelphia, PA 19122

&

JOSEPH M. FLOOD, III

1501 North 2nd Street, #10
Philadelphia, PA 19122

Defendants

I, ROCCO PERONACE, being duly sworn according to law depose and say that I am

NAME OF DEPOSITOR

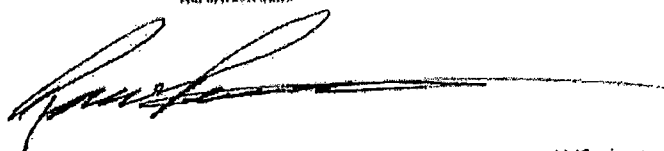
a competent adult not a party to the above referenced matter, and that on JUNE 5, 2024 at _____
I personally was able to serve a true and correct attested copy of

PLAINTIFF'S COMPLAINT

on JUNE 5th 2024
at the following address

1501 NORTH 2ND STREET, #10, PHILADELPHIA, PA 19122

CACIO
NAME OF DEPOSITOR



I understand that false statements herein are made subject to the penalties set forth in 18 Pa C S § 4904 relating to unsworn falsifications to authorities

EXHIBIT “B”

DAVIS BUCCO & MAKARA

By: Paul A. Bucco, Esquire
 Patrick M. Blair, Esquire
 10 E. 6th Ave., Suite 100
 Conshohocken, PA 19428
 (610) 238-0880

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY,
 PENNSYLVANIA
 CIVIL ACTION – LAW**

ROCCO PERONACE
 8 Sheperds Way
 Glenside, PA 19038

Plaintiff

NO. 240503581

v.

JURY TRIAL DEMANDED

RPM BUILDERS, LP
 1501 North 2nd Street, #10
 Philadelphia, PA 19122

&

JOSEPH M. FLOOD, III
 1501 North 2nd Street, #10
 Philadelphia, PA 19122
 Defendants

NOTICE OF INTENT TO TAKE DEFAULT JUDGMENT

TO: JOSEPH M. FLOOD, III
 1501 North 2nd Street, #10
 Philadelphia, PA 19122

DATE OF NOTICE: July 10, 2024

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CAN NOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Reference Service
Philadelphia Bar Association
1101 Market Street
Philadelphia, P A 19107
215-238-6333

DAVIS BUCCO & MAKARA

BY: /s/ Paul A. Bucco
PAUL A. BUCCO, ESQUIRE
DAVID S. MAKARA, ESQUIRE

Date: July 8, 2024

DAVIS BUCCO & MAKARA

By: Paul A. Bucco, Esquire
 Patrick M. Blair, Esquire
 10 E. 6th Ave., Suite 100
 Conshohocken, PA 19428
 (610) 238-0880

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY,
 PENNSYLVANIA
 CIVIL ACTION - LAW**

ROCCO PERONACE
 8 Sheperds Way
 Glenside, PA 19038

Plaintiff

NO. 240503581

v.

JURY TRIAL DEMANDED

RPM BUILDERS, LP
 1501 North 2nd Street, #10
 Philadelphia, PA 19122

&

JOSEPH M. FLOOD, III
 1501 North 2nd Street, #10
 Philadelphia, PA 19122
 Defendants

NOTICE OF INTENT TO TAKE DEFAULT JUDGMENT

TO: RPM BUILDERS, LP
 1501 North 2nd Street, #10
 Philadelphia, PA 19122

DATE OF NOTICE: July 10, 2024

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CAN NOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Reference Service
Philadelphia Bar Association
1101 Market Street
Philadelphia, PA 19107
215-238-6333

DAVIS BUCCO & MAKARA

BY: /s/ Paul A. Bucco
PAUL A. BUCCO, ESQUIRE
DAVID S. MAKARA, ESQUIRE

Date: July 8, 2024



EXHIBIT “C”



Email: paul.bucco@davisbucco.com

October 15, 2024

VIA EMAIL

Beth O'Connor
AIS Insurance Services, LLC
1057 Millcreek Drive
Feasterville Trevose, PA 19053

**Re: Rocco Peronace v. RPM Builders, LP
Docket No. 240503581**

Dear Beth:

As you are aware, this office represents Rocco Peronace. I am attaching for your review a copy of the Complaint in the above captioned matter along with the Judgment entered against your insureds, RPM Builders, LP and Joseph Flood, III. I am also attaching a copy of a certificate of insurance naming Peronace as an additional insured for completed operations.

Please allow this letter to serve as our demand for payment of the judgment amount entered against RPM Builders, LP and Joseph Flood, III.

Also please be advised that, in addition to the judgment amount of \$688,650.00 we will be filing a motion with the Court of Common Pleas of Philadelphia County to add attorney's fees and treble damages to this amount based upon the Defendant's Violation of the Home Improvement Consumer Protection Act and Violations of Pennsylvania's Unfair Trade Practices and Consumer Protection Law.

Please contact me within seven (7) days of the date of this demand letter to advise whether Selective will accept this claim. In the event we do not hear from you, my client has instructed me to file suit in Philadelphia County.

Very truly yours,

/s/ Paul A. Bucco

Paul A. Bucco

PAB/mcl
Enclosure

cc: Rocco Peronace (via email)

10 East 6th Avenue, Suite 100, Conshohocken, PA 19428

P (610) 238-0880 | F (610) 238-0244 | www.davisbucco.com

PENNSYLVANIA

Case ID: 241200438

Court of Common Pleas of Philadelphia County
Trial Division**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

DECEMBER 2024**00438**

E-Filing Number: 2412005576

PLAINTIFF'S NAME ROCCO PERONACE		DEFENDANT'S NAME KINSALE INSURANCE COMPANY	
PLAINTIFF'S ADDRESS 8 SHEPERDS WAY GLENSIDE PA 19038		DEFENDANT'S ADDRESS 2035 MAYWILL STREET SUITE 100 RICHMOND VA 23230	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input checked="" type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
		FILED PRO PROTHY DEC 03 2024 L. BREWINGTON	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>ROCCO PERONACE</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY NOLAN M. FINNERTY		ADDRESS 10 E SIXTH AVENUE, SUITE 100 CONSHOHOCKEN PA 19428	
PHONE NUMBER (610) 238-0880	FAX NUMBER (215) 591-8276		
SUPREME COURT IDENTIFICATION NO. 329864		E-MAIL ADDRESS nolan.finnerty@davisbucco.com	
SIGNATURE OF FILING ATTORNEY OR PARTY NOLAN FINNERTY		DATE SUBMITTED Tuesday, December 03, 2024, 12:29 pm	

**COMMERCE PROGRAM ADDENDUM
TO CIVIL COVER SHEET**

This case is subject to the Commerce Program because it is not an arbitration matter and it falls within one or more of the following types (check all applicable):

- _____ 1. Actions relating to the internal affairs or governance, dissolution or liquidation, rights or obligations between or among owners (shareholders, partners, members), or liability or indemnity of managers (officers, directors, managers, trustees, or members or partners functioning as managers) of business corporations, partnerships, limited partnerships, limited liability companies or partnerships, professional associations, business trusts, joint ventures or other business enterprises, including but not limited to any actions involving interpretation of the rights or obligations under the organic law (e.g., Pa. Business Corporation Law), articles of incorporation, by-laws or agreements governing such enterprises;
- _____ 2. Disputes between or among two or more business enterprises relating to transactions, business relationships or contracts between or among the business enterprises. Examples of such transactions, relationships and contracts include:
- _____ a. Uniform Commercial Code transactions;
- _____ b. Purchases or sales of business or the assets of businesses;
- _____ c. Sales of goods or services by or to business enterprises;
- _____ d. Non-consumer bank or brokerage accounts, including loan, deposit cash management and investment accounts;
- _____ e. Surety bonds;
- _____ f. Purchases or sales or leases of, or security interests in, commercial, real or personal property; and
- _____ g. Franchisor/franchisee relationships.
- _____ 3. Actions relating to trade secret or non-compete agreements;
- _____ 4. "Business torts," such as claims of unfair competition, or interference with contractual relations or prospective contractual relations;
- _____ 5. Actions relating to intellectual property disputes;
- _____ 6. Actions relating to securities, or relating to or arising under the Pennsylvania Securities Act;
- _____ 7. Derivative actions and class actions based on claims otherwise falling within these ten types, such as shareholder class actions, but not including consumer class actions, personal injury class actions, and products liability class actions;
- _____ 8. Actions relating to corporate trust affairs;
- _____ 9. Declaratory judgment actions brought by insurers, and coverage dispute and bad faith claims brought by insureds, where the dispute arises from a business or commercial insurance policy, such as a Comprehensive General Liability policy;
- X 10. Third-party indemnification claims against insurance companies where the subject insurance policy is a business or commercial policy and where the underlying dispute would otherwise be subject to the Commerce Program, not including claims where the underlying dispute is principally a personal injury claim.